

IN THE UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

OMION BELL, an individual, and
GEORGE DAVIS, an individual

Plaintiffs,

vs.

MBG LLC, a California Limited
Liability Company, MEHMET
BOLUKGIRAY, an individual,

Defendants.

Case No. 2:19-cv-01436-
PSG(SSx)

The Hon. Phillip Gutierrez

~~[PROPOSED]~~ **CONSENT
DECREE AND FINAL ORDER**

Plaintiffs Omion Bell and George Davis brought this action on February 26, 2019, for allegedly discriminating on the basis of disability in violation of the Fair Housing Act., 42 U.S.C. § 3601-3619, the California Fair Employment & Housing Act, Cal. Gov't Code §§ 12927 and 12955-12957, and the California Unruh Civil Rights Act, Cal. Civ. Code §§ 51-52, and for alleged violations of related state laws. Defendants, and each of them, and their owners, shareholders, officers, managers, supervisors, directors, employees, staff, interns, agents and representatives all expressly deny the allegations of the Complaint (as amended) and each and every allegation thereof, and deny liability of any kind whatsoever to Plaintiffs, or either of them.

1 The Plaintiffs and Defendants have agreed that, in order to avoid protracted
2 and costly litigation, this controversy should be resolved without a trial. Therefore,
3 the Parties consent to the entry of this Decree. By entering into this Decree, the
4 Defendants do not admit liability or wrongdoing. This Consent Decree along with the
5 Settlement Agreement and Release constitute full resolution of the Plaintiffs' claims
6 in this lawsuit.

7 **I. SCOPE AND TERM OF DECREE**

8 The Court either has subject matter jurisdiction over the claims in this civil
9 action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 3612(o) and
10 3614(a), or the Parties submit to such jurisdiction for purposes of this Consent
11 Decree. The Parties agree that the United States District Court for the Central District
12 of California shall retain jurisdiction over this action for all purposes related to the
13 enforcement of this Decree throughout its term.

14 The provisions of the Decree shall apply to Defendants, their employees,
15 agents, assigns, successors-in-interest, and all persons in active concert or
16 participation with them. The term 'successor-in-interest' shall not include
17 any subsequent bona fide purchaser(s) of any properties currently or subsequently
18 owned by Defendants who have no familial or business relationship (other than as
19 purchaser or property) to the Defendants.

20 This Decree is effective immediately upon its entry by the Court. For
21 purposes of this Decree, the phrase "date of this Decree" shall refer to the date on
22 which the Court adopts this document as an Order of the Court.

23 The term of this Decree and Final Order shall be three (3) years from the date
24 of entry, or so long as MBG LLC (allegedly dba King Housing) remains in the
25 business of renting, leasing, and subletting housing, whichever is shorter.

26 **II. INJUNCTION**

27 **A. Defendant MBG LLC**

28 It is hereby ORDERED, ADJUDGED, and AGREED that MBG LLC

1 (allegedly dba King Housing), as long as it remains in business, shall:

- 2 (1) comply with all federal and state fair housing laws;
- 3 (2) adopt a written non-discrimination policy within 30 days of entry of the
4 consent decree and provide the policy to all its employees and agents
5 and make it available to all tenants;
- 6 (3) send the principal of MBG LLC to a twice-yearly fair housing training
7 provided by a mutually agreeable provider;
- 8 (4) comply with the California Civil Code and California Code of Civil
9 Procedure for requirements related to housing notices, including but
10 limited to, complying with laws requiring proper notice and procedure
11 for vacating tenants;
- 12 (5) provide notice of any vacancies for any dwelling or any portion of any
13 dwelling to Comprehensive Housing Information and Referral for
14 People Living with HIV/AIDS ("CHIRP LA") within seven (7) business
15 days of the vacancy;
- 16 (6) comply with the requirements of the Department of Housing and Urban
17 Development's ("HUD") Guidance Regarding Advertisements Under
18 §804(c) of the Fair Housing Act
19 (https://www.hud.gov/sites/documents/DOC_7784.PDF), formerly
20 codified at 24 C.F.R. §109, for any dwelling or any portion of any
21 dwelling that it operates;
- 22 (7) place and maintain the HUD fair housing poster in both English and
23 Spanish (HUD form 928.1) and DFEH Fair Housing Poster (DFEH form
24 H02P-ENG) in a conspicuous location at MBG LLC's office(s); and
- 25 (8) provide all residents with a copy of DFEH's fair housing brochure in
26 both Spanish and English (DFEH form H038-ENG, H038-SP).

27 **B. Bill Kennedy (also known as Mehmet Bolukgiray)**

28 It is hereby ORDERED, ADJUDGED, and AGREED that Bill Kennedy

(formerly known as Mehmet Bolukgiray), in the event, if any, that he re-enters the rental housing business¹ and as long as he remains in the rental housing business during the period of this Consent Decree, shall:

- (1) comply with all federal and state fair housing laws;
- (2) adopt a written non-discrimination policy within 30 days of re-entering the rental housing business and provide the policy to all his employees and agents and make it available to all tenants;
- (3) comply with the *California Civil Code* and *California Code of Civil Procedure* for requirements related to housing notices, including but limited to, complying with laws requiring proper notice and procedure for vacating tenants;
- (4) attend a twice-yearly fair housing training provided by a mutually agreeable provider;
- (5) comply with the requirements of the Department of Housing and Urban Development's ("HUD") Guidance Regarding Advertisements Under §804(c) of the Fair Housing Act (https://www.hud.gov/sites/documents/DOC_7784.PDF), formerly codified at 24 C.F.R. §109, for any dwelling or any portion of any dwelling that it operates; and
- (6) place and maintain the HUD fair housing poster in both English and Spanish (HUD form 928.1) and DFEH Fair Housing Poster (DFEH form H02P-ENG) in a conspicuous location at MBG LLC's office(s).

III. REPORTING AND RECORD-KEEPING REQUIREMENTS

It is hereby ORDERED, ADJUDGED, and AGREED that MBG LLC (allegedly dba King Housing), as long as it remains in business, agrees to maintain

¹ For purposes of the Decree, Mr. Kennedy (formerly Mehmet Bolukgiray) will be deemed to have re-entered the rental housing business if he owns or manages residential rental property in his personal capacity or is the owner, manager, or controlling interestholder of an entity that receives payment from tenants or sub-tenants for occupying or using residential rental property.

1 the documents described in paragraphs (1) through (3) for the duration of the consent
2 decree and make them reasonably available for inspection by Inner City Law Center
3 or Housing Rights Center's representative.² Inner City Law Center and Housing Right
4 Center agree to strictly maintain the privacy of all applicants and agree therein not to
5 disseminate such information to any third parties whatsoever without the advanced
6 written permission of MBG LLC (allegedly dba King Housing), the applicants and
7 the tenants, in writing.

8 (1) A duplicate of every written application, and a log of all persons who
9 applied for occupancy at any of dwelling unit rented or otherwise controlled in whole
10 or in part by Defendant, indicating the name and address of each applicant, whether
11 the applicant was rejected or accepted, the date on which the applicant was notified of
12 acceptance or rejection, and, if rejected, the reason for such rejection. Respondents
13 shall maintain the originals of all applications described. No credit information on
14 any applicant or tenant will be disseminated by MBG LLC (allegedly dba King
15 Housing) to Inner City Law or to Housing Right Center, other than such data, if any,
16 the applicant(s) and tenant(s) agree in writing may be disseminated thereto.

17 (2) A list of vacancies or otherwise at any of the dwelling units rented or otherwise
18 controlled in whole or in significant part by Defendants, including the address of the
19 unit, the date the tenant gave notice of an intent to move out or was served with an
20 eviction notice, the date the tenant moved out, the date rented again or committed to a
21 new rental, and the date the new tenant moved in. When a tenant has been evicted,
22 Defendants shall state the reason for the eviction. (3) A list of all people who
23 inquired, in writing, in person, or by telephone, about renting an apartment, including
24 their names and addresses, the date of their inquiry, and the disposition of their
25 inquiry.

26 **IV. MONETARY COMPENSATION**

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28 ² The representatives will be pre-cleared with MBG (allegedly dba King Housing) in advance.

1 Defendants shall make a one-time payment of \$17,500.00 to the Plaintiffs, by
2 check or money order, made payable to Inner City Law Center and delivered to
3 Plaintiffs' counsel Inner city Law Center o. This payment shall constitute a
4 compromise and settlement of all claims of the Plaintiffs for damages and attorney's
5 fees and costs. This payment shall be made as follows: (1) the sum of \$8,750.00 no
6 later than March 15, 2020; (2) the sums of \$2,000.00 each no later than April 15,
7 2020, May 15, 2020, and June 15, 2020; and (3) the sum of \$2,750.00 no later than
8 July 15, 2020.

9 The Plaintiffs and Defendants shall execute mutual waivers and releases
10 indicating that this Consent Decree and Final Order constitutes a full and final
11 settlement of any and all claims of the Plaintiffs, including the Parties' agents,
12 employees, successors, testers, assigns, and attorneys, that relate to the subject matter
13 of this litigation. The mutual waivers and releases shall include a waiver of all known
14 and unknown claims and a waiver of the rights of all parties, pursuant to Cal. Civ.
15 Code § 1542.

16 **V. REMEDIES FOR NON-PERFORMANCE**

17 This Decree shall be in effect for a period of three (3) years from the date of
18 this Decree, or so long as MBG, LLC (allegedly dba King Housing) remains in
19 business, whichever is shorter. The Court shall retain jurisdiction for the duration of
20 this Consent Decree to enforce the terms of the Decree, after which time the case
21 shall be dismissed with prejudice, in its entirety, as to all Parties, whether or not they
22 have appeared in this Action and whether or not they have been defaulted. Plaintiffs
23 may move the Court to extend the duration of the Decree in the interests of justice,
24 including on the basis that Defendants have failed to comply with the provisions of
25 this Consent Decree, upon proper notice to Defendants.

26 The Parties to this Consent Decree shall endeavor in good faith to resolve
27 informally any differences regarding interpretation of and compliance with
28 this Decree prior to bringing such matters to the Court for resolution.

1 However, in the event of a failure by any Party, whether willful or
2 otherwise, to perform in a timely manner any act required by this Consent
3 Decree or in the event of any other act violating any provision hereof, any
4 party may move this Court to reopen the case and impose any remedy
5 authorized by law or equity, including, but not limited to, an order requiring
6 performance or non-performance of certain acts and an award of any
7 damages, costs, and/or attorneys' fees which may have been occasioned by
8 non-actions or actions constituting a breach of any material term of this Consent
9 Decree.


10 **IT IS SO ORDERED.**

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12 Dated: 3/19/20

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HONORABLE PHILIP S. GUTIERREZ

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17 The undersigned apply for and consent to the entry of this Decree:

18 **For the Plaintiffs Omion Bell and George Davis:**

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HOUSING RIGHTS CENTER

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22 Dated: 03/16/2020

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By: /s/ Azadeh Hosseinian

D. Scott Chang, Esq.

Azadeh Hosseinian, Esq.

3255 Wilshire Boulevard, Suite 1150
Los Angeles, California 90010

INNER CITY LAW CENTER

Dated:

3/10/2020

By:



Ingrid Arriaga, Esq.

1309 E. Seventh Street

Los Angeles, California 90021

For Defendant MBG LLC:

LAW OFFICES OF KENNETH W. RALIDIS, A.P.L.C.

Dated: _____

By: _____

Kenneth W. Ralidis, Esq.

3432 Wilshire Boulevard, 27th Floor

Los Angeles, California 90010

INNER CITY LAW CENTER

Dated: 03/10/2020

By: _____

Ingrid Arriaga, Esq.
1309 E. Seventh Street
Los Angeles, California 90021

For Defendant MBG LLC:

LAW OFFICES OF KENNETH W. RALIDIS, A.P.L.C.

Dated: 9 March 2020

By: *Kenneth W. Ralidis*

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